

- (136) Section 14: In accordance with the Company's Modified Work Program employees eligible to return to work from Workers Compensation and Sickness and Accident will be returned to modified work in line with their seniority for the purpose of rehabilitating that employee back into the active work force provided that the employee is physically able to perform the work within the restrictions imposed by the physician. Any assignment made under the provisions of the Modified Work Program will be considered temporary and cease when the physician advises that his physical condition permits return to regular duty. All Workers Compensation and Sickness and Accident paperwork will be processed through Human Resources to forward to the insurance company. Employees who are not actively working or receiving pay for working from Motion Control Industries for a work-related injury or S&A for three consecutive years, will be required to contribute 50% of the medical and dental insurance premium in order to continue receiving these benefits. If the employee returns to work for ninety consecutive calendar days during this period, the three-year requirement will start afresh.

ARTICLE 7 LEGAL HOLIDAYS

- (137) Section 1: All hourly employees, with certain exceptions listed below, will be paid eight (8) hours of pay at their straight time hourly classified rate for the following holidays:

Independence Day
Labor Day
Veteran's Day
Thanksgiving
Day After Thanksgiving Day
First Day Legal Deer Season (Gunning)
Day Before Christmas
Christmas Day
New Year's Day
Good Friday
Memorial Day

- (138) Section 2: The following exceptions will not receive holiday pay.

- (139) (a) Those who have no other pay due during the pay period in which the holiday falls.
- (140) (b) New employees who have not worked at least one (1) day prior to the holiday.
- (141) Section 3: It is agreed that the Company will post a notice on the bulletin board three (3) days in advance of a designated holiday whether or not work will be performed on that holiday in the plant or in certain departments.
- (142) Section 4: It is agreed and understood that employees working on paid holidays shall receive double the base rate for all time worked in addition to eight (8) hours of pay at their hourly classified rate.
- (143) Section 5: It is agreed that Saturdays, Sundays and Holidays shall begin with the first shift of the day and will continue for twenty-four (24) hours.
- (144) Section 6: Employees working the third (3rd) shift will receive the day after Christmas as a paid holiday instead of the day before Christmas. First and Second shift employees receive the day before Christmas as the paid holiday.
- (145) However, when Christmas Day is celebrated on a Friday or Saturday, the "Day after Christmas" as defined in the paragraph above shall revert to the "Day before Christmas" for the Third (3rd) Shift employees.

ARTICLE 8 MILITARY SERVICE

- (146) Section 1: It is agreed that any Employee entering the service of the Armed Forces of the United States or the United States Maritime Service shall, upon being given an honorable discharge, be offered employment by the Company if he makes application therefore within ninety (90) days after such discharge, in accordance with the provisions of the Selective Service and Training Act of 1940, as amended.

**ARTICLE 9
LEAVE OF ABSENCE**

- (147) Section 1: Any member of the Union being elected to a permanent office shall be granted a temporary leave of absence and at the end of his office shall be returned to employment without loss of seniority and pension credits according to seniority standing, provided he is physically capable of performing the work.
- (148) Section 2: Any member of the Union being elected as a delegate to any Union activities necessitating a temporary leave of absence shall be granted such leave and at the end of the mission shall be returned to his job with full seniority accumulated during such absence and according to the seniority provisions of this contract.

**ARTICLE 10
MANAGEMENT**

- (149) Section 1: The Management of the Plant has the right to direct the working forces, to decide the methods and schedule of production, to hire from any source, to discipline, suspend, or discharge for just cause, to layoff, to promote, to transfer, to require employees to observe Company rules and regulations, and in addition, but not limited to the foregoing, all rights, powers, privileges of authority the Employer has prior to the signing of their Agreement, except as specifically relinquished or modified herein, shall be vested exclusively in the Company. The Company may explore any types of gainsharing, team-based, or performance-based compensation systems.

**ARTICLE 11
VACATIONS**

- (150) Section 1: Employees who are eligible for vacation will take it in accordance with the following guidelines. Employees may take vacation in half (1/2) or whole days. The employee must notify his Supervisor of his desire to take the first half of his shift as vacation no later than the end of his shift on the prior working day. He must notify his Supervisor no later than one hour into his current shift of his desire to take the last half of his shift as vacation.